

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION,

Plaintiff,

v.

FEDERAL INSURANCE COMPANY, and
ACE AMERICAN INSURANCE COMPANY

Defendants.

Case No. 16-CV-1054(WMW/DTS)

**EXPERT REPORT OF
NEIL J. ZOLTOWSKI
WITH RESPECT TO DAMAGES**

Respectfully submitted this 19th day of April, 2019

A handwritten signature in black ink, appearing to read "Neil J. Zoltowski", is written above a horizontal line.

CONFIDENTIAL – ATTORNEYS’ EYES ONLY

ii. Post-Termination Use of Blaze Advisor

68. Plaintiff also accuses Defendants of breaching the SLM Agreement by continuing to use Blaze Advisor after FICO terminated the agreement on March 31, 2016. I understand that based on Section 9.3 of the SLM Agreement, Defendants were required to, among other things, “cease using Fair Isaac Product(s) and related documentation.”¹²⁴

69. **Table 3** below is a summary of the unlicensed applications used in breach of the SLM Agreement and the years for which FICO is entitled to damages for each unlicensed use.¹²⁵

Table 3: Summary of Applications & Damages Years

Application	Country	Start	End
ADAPT	Australia	2010	2019
ADAPT	U.K.		
EZER	U.K./ Europe	2012	
Evolution	Canada	2013	
Broker Site	Canada		
Evolution	Australia	2017	
Exari	U.K.	2013	2016
CSI eXPRESS	U.S.	2016	2019
Automated Renewal			
Profitability Indicator			
Decision Point			
Premium Booking			
Cornerstone			
CUW			
IRMA			
TAPS			
CIS Claims			

¹²⁴ Schreiber Deposition at Exhibit 110 (FICO0001702-722 at 708).

¹²⁵ I understand that breach of contract damages are limited to six years before the filing of a complaint. Plaintiff’s complaint in this matter was filed on April 21, 2016.